

Exhibit 26

(REDACTED)

This Exhibit contains the specific pages of the deposition Plaintiffs are referencing. The entire deposition was separately filed in the record pursuant to LR 5.1 and the M.D. Ga. CM/ECF Administrative Procedures Manual.

Barrientos, Wilhen Hill v. CoreCivic Inc.

Page 1

1 UNITED STATES DISTRICT COURT

for the

2 MIDDLE DISTRICT OF GEORGIA

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4
5 WILHEN HILL BARRIENTOS ET AL.,

6
7 Plaintiffs,

CIVIL ACTION FILE NO.:

8 vs.

4:18-CV-00070-CDL

9
10 CORECIVIC, INC,

11
12 Defendant.

13
14
15 REMOTE DEPOSITION OF

16 SUSAN HUFFMAN

17 JULY 14, 2021

18 9:00 AM EST

19 SOUTHERN POVERTY LAW CENTER

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ASSOCIATION

1 knowledge of the work program, including recruitment and
2 discipline of detained workers?

3 A Yes.

4 Q And did you make any effort to educate
5 yourself on the Stewart specific topics within Topics 2
6 and 3?

7 A I did not.

8 Q Explain why you are the most knowledgeable
9 person at Trinity to provide testimony on Topics 2 and
10 3.

11 A Because I've been working in this contract for
12 a very long time.

13 Q When you say "this contract," you're referring
14 to the Trinity-CoreCivic contract?

15 A Yes.

16 Q And when you say you've been working in this
17 contract for a long time, can you explain what you mean
18 by that.

19 A I've been working with CoreCivic for many
20 years. I mean, I've been managing this contract.

21 Q Okay. Your current employer is Trinity
22 Services Group; correct?

23 A Yes.

24 Q And have you ever worked directly with
25 CoreCivic or for CoreCivic?

1 A I have not.

2 Q And what is your current title at Trinity?

3 A Regional vice president.

4 Q How long have you held that title?

5 A Seven years, eight years.

6 Q What are your duties as regional vice
7 president?

8 A I manage the agreement between Trinity and
9 CoreCivic.

10 Q And what is managing the agreement entail?

11 A We provide food services to their facilities,
12 and I have general oversight of the contract.

13 Q Have you held other positions at Trinity,
14 other than regional vice president?

15 A Yes.

16 Q What positions have you held there?

17 A I was the director of projects, and I was a
18 district manager. And I have been a food service
19 director.

20 Q Okay. So prior to being regional vice
21 president, which title did you hold at Trinity?

22 A Director of projects.

23 Q And how long did you have that title?

24 A Probably about five years or so.

25 Q What were your duties as director of projects?

1 A I would -- I oversaw new program
2 implementation or initiatives and roll it out for the
3 region. I reported directly to the RVP.

4 Q Can you repeat the last thing you said.

5 A I would report in to the RVP.

6 Q What is RVP?

7 A The regional vice president.

8 Q And that's the job you currently hold;
9 correct?

10 A Correct.

11 Q Who was regional vice president at the time
12 you were director of projects?

13 A It was Dave Ponce.

14 Q And as director of projects, were your duties
15 related to CoreCivic?

16 A Yes.

17 Q Were they related to the Trinity and CoreCivic
18 contract?

19 A Yes.

20 Q So prior to serving as director of projects,
21 what title did you have at Trinity?

22 A I was a district manager.

23 Q Where were you a district manager?

24 A In the southeast.

25 Q How long did you hold that title?

1 A Seven years.

2 Q And what were your duties as the district
3 manager?

4 A I oversaw a district, doing food service.

5 Q And just educate me. What does overseeing a
6 district to do food service involve?

7 A Well, we provided food service in a
8 correctional environment.

9 Q And, as district manager, were your duties
10 related to CoreCivic?

11 A Yes.

12 Q They were related to the CoreCivic-Trinity
13 contract?

14 A Yes.

15 Q Did your duties exclusively relate to
16 CoreCivic?

17 A Yes.

18 Q And, prior to district manager, did you have
19 another title at Trinity?

20 A I was a food service director.

21 Q How long were you a food service director?

22 A Probably five, six years.

23 Q Where were you a food service director?

24 A At Martin Correctional.

25 Q Where is Martin Correctional?

[REDACTED]

[REDACTED] [REDACTED]

[REDACTED] [REDACTED]

[REDACTED]

[REDACTED]

[REDACTED] [REDACTED]

[REDACTED] [REDACTED]

[REDACTED]

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[REDACTED] [REDACTED]

[REDACTED] [REDACTED]

[REDACTED] [REDACTED]

[REDACTED] [REDACTED]

[illegible]

[illegible]

[illegible]

1 creation. Per the contract, one of Trinity's duties is
2 to create menus for the facility; correct?

3 A Yes.

4 Q And although Trinity creates the menus,
5 CoreCivic has final approval of them?

6 A They're reviewed with CoreCivic, and then --
7 yes. Yep.

8 Q And how does the final approval process work?

9 MR. EDWARDS: Objection, vague.

10 You can answer.

11 THE WITNESS: The menu is presented and
12 discussed and reviewed, to start with, in an
13 e-mail. And then it could be a conference call or
14 something to answer any questions.

15 BY MS. STEWART:

16 Q But, ultimately, it's CoreCivic that has to
17 sign off on the menu?

18 A So every agreement is a little bit different.
19 And so it may require, you know, CoreCivic's customer
20 approval. And I'm not sure if that's a courtesy or a
21 requirement.

22 Q Okay. And has CoreCivic ever refused to give
23 final approval, to your knowledge?

24 A So, no, that wouldn't necessarily happen.
25 Discussions would had to, you know, get the menu to what

1 CoreCivic wanted or what the customer was asking for.

2 Q Okay. So can CoreCivic, for example, say,
3 "serve less chicken this week."

4 A No, that's not the way that our agreement
5 works. We serve the menu. The menu's agreed upon. So
6 no, they wouldn't say that.

7 Q Okay. But they ultimately do have to agree
8 upon the menu that is served at Stewart?

9 A Yes.

10 Q Are the menus at Stewart also approved by ICE?

11 A I don't know if they're approved. That's
12 CoreCivic's agreement with ICE. I, you know, said
13 earlier that it's -- I don't know if it's a courtesy or
14 if it has to be approved.

15 Q So you don't know whether ICE approves the
16 menus that Trinity creates for Stewart?

17 A I do not know that. My agreement is with
18 CoreCivic. You know, my contract is with CoreCivic; not
19 with ICE.

20 Q Have you ever gotten feedback directly from
21 ICE about the Trinity menu at Stewart?

22 A No.

23 Q Have you ever heard from CoreCivic that ICE
24 gave CoreCivic feedback about a Trinity menu at Stewart?

25 A I don't recall exactly the timing; but there

1 were some requested changes from ice, yes.

2 Q When did that happen, roughly?

3 A I would be really guessing in maybe 2012, '13.

4 Q Okay. Other than those times -- that time in
5 2012 or '13, are there any other times when you've heard
6 from CoreCivic that ICE gave feedback about the menus at
7 Stewart?

8 A No.

9 Q And, per the contract, the food products are
10 supplied by CoreCivic; is that correct?

11 A No.

12 Q Okay, who supplies the food products?

13 A Trinity.

14 Q Okay. And so what does "supplied" mean in the
15 context of the contract? Does Trinity actually purchase
16 the products?

17 A Yes.

18 Q And CoreCivic reimburses Trinity for the cost
19 of the food?

20 A CoreCivic pays Trinity a price per meal.

21 Q And are the costs of food incorporated in the
22 price-per-meal rate?

23 A Yes.

24 Q And it's incorporated in the price per --
25 well -- scratch that.

1 Is Trinity receiving kind of a direct,
2 one-to-one reimbursement via the price-per-meal rate for
3 the cost of food?

4 A No.

5 Q Does the price-per-meal rate build in a profit
6 for Trinity?

7 A Yes.

8 Q And does Trinity choose the food vendors?

9 A Yes.

10 Q Does CoreCivic have the right to reject or
11 request certain vendors?

12 A Yes.

13 Q And who creates the menus -- or who, from
14 Trinity, creates the menus for Stewart?

15 A So the menu for Stewart was created -- I don't
16 know exactly who created the original one, but our
17 dietitian reviews it. I was involved in menu planning.

18 Q Okay. So you're involved in menu creation?

19 A Menu planning, yes.

20 Q Okay. And I think you also said that
21 Trinity's dietitian is involved in menu planning?

22 A Correct.

23 Q Is anyone else from Trinity involved in menu
24 planning?

25 A Not really, uh-uh.

1 the CoreCivic facilities, or does it vary from facility
2 to facility?

3 A It's different in every -- in most facilities.

4 Q And the registered dietitian is required to
5 certify the menus; correct?

6 A Yes.

7 Q And does the dietitian conduct a nutritional
8 analysis of the menus?

9 A Yes.

10 Q How often is that nutritional analysis
11 conducted?

12 A I don't recall if Stewart is -- well, let
13 me -- annually; minimally, annually.

14 Q Okay. So the dietitian reviews the Stewart
15 menus annually?

16 A Yes. It could be semiannually but, yeah, at
17 least once a year.

18 Q Are you familiar with the dietitian's process
19 for reviewing the menus for nutritional adequacy?

20 A They run it through our program.

21 Q And what's that program?

22 A CBORD.

23 Q CBORD?

24 A CBORD, yes.

25 Q Are you familiar with the CBORD program?

1 questions, going back to the contract provision.
2 So you can close the last exhibit opened. You can
3 open up Exhibit 2. I'm going to be referring to
4 section 5 in the 2010 contract, but my questioning
5 is about the price-per-meal rate. So it's possible
6 you will need to refer to the contract to answer
7 these questions, but go ahead and open it if you'd
8 like.

9 BY MS. STEWART:

10 Q What is the price-per-meal rate?

11 A It varies by facility.

12 Q I guess, generally, what is it?

13 A It varies by facility. I can't give you a
14 specific number.

15 Q I'm not asking for a specific number. I'm
16 just asking, generally, what constitutes the
17 price-per-meal rate?

18 A It's the food and the service.

19 Q Okay. So the price-per-meal rate is -- I
20 guess I'll ask a more poignant question.

21 The price-per-meal rate is the rate that
22 Trinity charges to CoreCivic for every meal it provides
23 to detained workers at Stewart?

24 A Correct.

25 Q Okay. And when you say it's food and

1 services, do you mean that the price-per-meal rate
2 includes the cost of Trinity's labor and the cost of
3 food?

4 A Yes.

5 Q And I think I -- let me clarify my question.

6 The price-per-meal rate is the price, per
7 meal, that Trinity charges CoreCivic for every meal it
8 provides to detained people at Stewart Detention Center;
9 correct?

10 A Yes.

11 Q And other than Trinity's labor costs and
12 Trinity's food costs, are there other factors that are
13 included in the price-per-meal rate?

14 A It would be kitchen, you know -- some kitchen
15 supplies, cleaning supplies, some paper supplies.

16 Q Anything else?

17 A Nothing really, no.

18 Q And I think you testified earlier that
19 Trinity's profit is also built into the price-per-meal
20 rate; correct?

21 A Yes.

22 Q And did the way the price-per-meal rate was
23 calculated in 2010 change in the 2020 contract?

24 A No, not really.

25 Q And how does Trinity calculate its labor costs

1 for Stewart in order to calculate the price-per-meal
2 rate?

3 A So, I mean, it's the dollars that the labor
4 would be. I mean, we have a performer, like most
5 companies. And we input the information, and it gives
6 us a price point.

7 Q And the price point for Trinity's labor costs
8 relies on an assumption about the number of workers that
9 CoreCivic will provide to the Stewart kitchen?

10 A Correct.

11 Q And Trinity is able to make the assumption
12 about how many workers CoreCivic will provide to the
13 Stewart kitchen because CoreCivic is contractually
14 required to provide a set number of detained workers to
15 work in the kitchen?

16 A Of workers, yes.

17 Q What, if any, aspect of the price-per-meal
18 rate is negotiated with CoreCivic?

19 A It would be the labor portion or the food
20 portion.

21 Q Both of those portions are negotiable?

22 A They're discussed, yeah.

23 Q And the price-per-meal rate can be adjusted
24 per the contract; correct?

25 A Yes.

D I S C L O S U R E

STATE OF GEORGIA

COUNTY OF GWINNETT

Pursuant to Article 10.B of the rules and regulations of the Board of Court Reporting of the Judicial Council of Georgia, I make the following disclosure:

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(Continued on next page.)

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1 Veritext Legal Solutions will charge its usual
2 and customary rates to all parties in the case, and a
3 financial discount will not be given to any party to
4 this litigation.

5
6 This, the 28th day of July 2021.

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9 ANGELA A. SANDERS

10 Certified Court Reporter
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C E R T I F I C A T E

STATE OF GEORGIA

COUNTY OF GWINNETT

I hereby certify that the foregoing transcript was taken down and recorded by me, as stated in the caption; the colloquies, statements, questions, and answers thereto were reduced to typewriting under my direction and supervision; and the transcript is a true and correct record of the testimony/evidence given, to the best of my ability.

I further certify that I am not a relative or employee or attorney or counsel of any of the parties, nor am I a relative or employee of such attorney or counsel, nor am I financially interested in the action.

This, the 28th day of July 2021.



ANGELA A. SANDERS

Certified Court Reporter